

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

PLAINS MARKETING, L.P.

V.

**RADIANT ACQUISITIONS 1, L.L.C.,
CENTAURUS CAPITAL, L.P.,
BIG RIVER OILFIELD SERVICES, L.L.C.,
VITAL OILWELL SERVICES, L.L.C.,
WHITE’S “T&J” OILFIELD SUPPLY, INC.,
RUSSELL PACKERS AND SERVICES, INC. AND
ALPHA OILFIELD ELECTRIC, L.L.C.**

CIVIL ACTION No. 4:15-cv-00218

DEFENDANT RADIANT ACQUISITIONS 1, L.L.C.'S ORIGINAL ANSWER

Defendant Radiant Acquisitions 1, L.L.C. (“Radiant” or “Defendant”) files this Original Answer to Plains Marketing, L.P.’s Original Complaint in Interpleader.

I. SUMMARY

Plaintiff's summary contains no information requiring a response from Defendant. If a further response is required, Radiant admits that Plaintiff has withheld certain production payments due to competing claims against oil and gas interests of Radiant.

II. ANSWER

1. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 1 of the Complaint and therefore this paragraph can neither be admitted nor denied.

2. The allegations in Paragraph 2 are admitted.

3. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 3 of the Complaint and therefore this paragraph can neither be admitted nor denied.

4. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 4 of the Complaint and therefore this paragraph can neither be admitted nor denied.

5. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 5 of the Complaint and therefore this paragraph can neither be admitted nor denied.

6. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 6 of the Complaint and therefore this paragraph can neither be admitted nor denied.

7. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 7 of the Complaint and therefore this paragraph can neither be admitted nor denied.

8. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 8 of the Complaint and therefore this paragraph can neither be admitted nor denied.

9. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 9 of the Complaint and therefore this paragraph can neither be admitted nor denied.

10. The allegations in Paragraph 10 are admitted.

11. The allegations in Paragraph 11 are admitted.

12. The allegations in Paragraph 12 are admitted.

13. The allegations in Paragraph 13 are admitted.

14. Defendant lacks information or knowledge sufficient to form a belief as to the truth of the allegation contained in Paragraph 14. Radiant admits that Plaintiff has withheld and continues to withhold funds related to crude oil sales proceeds. Radiant also admits that Plaintiff does not purchase natural gas at the wellhead.

15. The allegations in Paragraph 15 are admitted.

16. Radiant admits Defendant Centaurus Capital L.P. (“Centaurus”) loaned Radiant over \$30,000,000 and Radiant currently owes in excess of \$30,000,000.

17. Radiant admits that Defendant Big River Oilfield Services, L.L.C. (“Big River”) filed improper and invalid liens in the amount of \$211,395.36. Radiant admits that Big River did so and forwarded that information to Plaintiff to prevent payment to Radiant.

18. Radiant admits a lien was filed but lacks the information or knowledge sufficient to form a belief as to the validity of the lien at this time.

19. Radiant admits a lien was filed but lacks the information or knowledge sufficient to form a belief as to the validity of the lien at this time.

20. Radiant admits a lien was filed but lacks the information or knowledge sufficient to form a belief as to the validity of the lien at this time.

21. Radiant admits a lien was filed but lacks the information or knowledge sufficient to form a belief as to the validity of the lien at this time.

22. Radiant admits a lien was filed but lacks the information or knowledge sufficient to form a belief as to the validity of the lien at this time.

23. Radiant admits that Plaintiff has been placed on notice of liens and conflicting claims in the amount reflected. Radiant denies that that the claims are all proper. Radiant admits that an interpleader is proper to determine who is entitled to what portion of the amounts withhold by Plaintiff.

24. Radiant admits that if Defendant paid into the Registry of the Court the amounts at issue, that this Court should determine who is entitled to what out of the amounts paid into the Registry of the Court.

PRAYER

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant Radiant prays that a declaration be entered in favor of Defendant Radiant for the amounts due and owing to Defendant Radiant, and for such other and further relief, at law and equity, to which it may show itself justly entitled.

Respectfully submitted,

PORTER HEDGES, LLP

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ATTORNEY FOR DEFENDANT
RADIANT ACQUISITIONS 1, L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via the court's ECF system, electronic mail and/or facsimile to the following counsel of record on this 4th day of February 2015.

Jeril R. Benedict
Plains Marketing LP
333 Clay Street, Suite 1600
Houston, Texas 77002

/s/ Clay M. Steely

Clay M. Steely